

CONTRACTOR'S ENVIRONMENTAL, HEALTH AND SAFETY REQUIREMENTS

1. ENVIRONMENT, HEALTH AND SAFETY

- 1.1 Contractor shall develop, maintain and adhere to all safety precautions and programs as are required: (a) to comply with all Applicable Laws, Company Rules and industry standards; and (b) to prevent injury to persons, harm to the environment or damage to property on, about, or adjacent to the Worksite.
- 1.2 In addition to the requirements of Section 1.1, Schedule "D", Contractor shall develop, maintain and adhere to a project-specific environment, health and safety plan for the Work. Such plan shall be subject to review and acceptance by NorthRiver.
- 1.3 Contractor shall ensure that all Contractor's Personnel have received all necessary training in respect of the matters covered by Sections 1.1 and 1.2, Schedule "D". Training or implementation of additional environment, health and safety measures appropriate for the Work may be specified by NorthRiver. Upon request, Contractor shall provide NorthRiver with proof of worker training, competency or qualifications.
- 1.4 Contractor shall allow NorthRiver access to any Worksite in order to inspect and/or audit Contractor's compliance with the requirements of this Article 1, Schedule "D".
- 1.5 Contractor shall provide NorthRiver with such related environment, health and safety statistics as NorthRiver may request from time to time during performance of the Work and upon completion thereof.
- 1.6 Contractor will immediately report to NorthRiver any Reportable Occurrence involving Company Group, Contractor's Personnel, the public, or property, arising from Contractor's performance of the Work. Contractor shall provide a written initial report to NorthRiver of its investigation of said incident within 24 hours of its occurrence. The report shall provide a schedule for completion of the investigation including preparation of a final written report. Contractor shall provide to NorthRiver a final written report showing the cause of the incident and any corrective action taken in accordance with such schedule.
- 1.7 Whenever Contractor has not complied with its obligations under this Article 1 and creates, in the sole discretion of NorthRiver, a circumstance requiring immediate action to ensure the health and safety of persons present at any Worksite or health of the environment, NorthRiver may take or require Contractor to take such reasonable precautions, including stoppage of Work and investigation of the incident, required to remedy such circumstance. The taking of such action or actions by NorthRiver (or its failure to do so) shall not limit Contractor's Liability or its Obligations under this Agreement or under Applicable Laws. Contractor shall reimburse NorthRiver for all reasonable costs incurred by NorthRiver in taking such precautions and any costs incurred by Contractor for such precautionary action and any subsequent remedial action shall be borne by Contractor.
- 1.8 NorthRiver reserves the right to require the Contractor to remove from any Worksite any personnel, whether of Contractor or any Subcontractor, not properly observing or complying with this Article 1, Schedule "D".
- 1.9 Notwithstanding any other provision herein and notwithstanding any health and safety measures provided by NorthRiver, Contractor shall be solely responsible for the health and safety of all Contractor's Personnel as well as any other person at the Worksite(s) for any purpose relating to the Work. Contractor specifically acknowledges that any information regarding specific risks provided by NorthRiver to Contractor, whether contained in the

applicable Purchase Order or otherwise, is not intended to be exhaustive and shall not diminish Contractor's overarching obligations under this Section 1.9, Schedule "D".

- 1.10 If required by NorthRiver, Contractor shall provide a dedicated and qualified environment, health and safety professional to monitor performance of the Work.
- 1.11 Unless NorthRiver otherwise directs, Contractor Group shall attend the following health and safety meetings: (a) pre-job orientation; (b) an orientation prior to entering any site of Work; (c) daily tailgate briefings; and (d) such other meetings required by NorthRiver from time to time to review the status of the Work and Contractor's compliance with the requirements of this Schedule "D".
- 1.12 If providing Services, Contractor agrees to register with and maintain an account, at its own expense, with ISNetworld and provide such information requested by NorthRiver in order to permit NorthRiver to monitor the Contractor's safe work systems. Contractor shall maintain appropriate provincial workers compensation insurance.